

# Residential Tenancies Act

CHAPTER 401 OF THE REVISED STATUTES, 1989

*as amended by*

1992, c. 31, ss. 1, 4(b) and (c), 5(1), 8(1) and (2)  
(except s.18(4B) as enacted thereby), 9, 10, 14-16;  
1993, c. 40, ss. 1-7, 8(2)-14; 1994, c. 32; 1997, c. 7;  
2002, c. 10, ss. 23-36; 2002, c. 30, ss. 16-18; 2010, c. 72;  
2011, c. 70; 2012, c. 64



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(except s.18(4B) as enacted thereby), 9, 10, 14-16;  
1993, c. 40, ss. 1-7, 8(2)-14; 1994, c. 32; 1997, c. 7;  
2002, c. 10, ss. 23-36; 2002, c. 30, ss. 16-18; 2010, c. 72;  
2011, c. 70; 2012, c. 64

## An Act Respecting Residential Tenancies

Table of Contents

(The table of contents is not part of the statute)

	Section
Short title.....	1
Purpose	
Purpose.....	1A
Interpretation	
Interpretation.....	2
Landlord and Tenant	
Application of Act.....	3
Application of Acts	
Certain Acts do not apply.....	4
Disposal of property of tenant.....	5
Free access by tenant.....	5A
Application Fee	
Prohibition.....	6
Requirement for Lease	
Entitlement to documents and information.....	7
Standard form of lease.....	8
Statutory Conditions	
Statutory conditions.....	9
Landlord's rules.....	9A
Notice to Quit	
Notice to quit.....	10
Renewal term and daily rents.....	10A
Early termination upon income reduction.....	10B
Early termination for health reasons.....	10C
Early termination upon acceptance into home.....	10D
Notice by personal representative.....	10E
Early termination for domestic violence reasons.....	10F

Certificate Confirming Grounds to  
Terminate Tenancy Due to Domestic Violence

Delegation by Director of Victim Services.....	10G
Application for certificate.....	10H
Director of Victim Services not compellable.....	10I
<b>Rental Increase</b>	
Restrictions increasing rent.....	11
Rent increase in land-lease community.....	11A
Annual allowable rent increase amount.....	11B
<b>Security Deposit</b>	
Security deposit .....	12
<b>Procedures</b>	
Application to Director .....	13
Service of documents.....	15
Duties and powers of Director.....	16
Order by Director.....	17
Contents of order .....	17A
Consequences of failure to appeal.....	17B
Appeal to Small Claims Court.....	17C
Duties of Court on appeal.....	17D
Appeal to Court.....	17E
Evidence .....	17F
<b>Residential Tenancies Board</b>	
Director of Residential Tenancies.....	18A
<b>Personnel</b>	
Personnel.....	19
Declaration of interest.....	19A
No action lies .....	19B
<b>Protection of Tenants</b>	
Consequence of retaliatory action by landlord.....	20
<b>Enforcement</b>	
Right of entry.....	22A
<b>Penalty</b>	
Offence and penalty.....	23
Consent to prosecution .....	24
<b>Application</b>	
Application of Act .....	25
Regulations .....	26
Waiver of fee.....	27
<b>Manufactured-home Advisory Committee</b>	
Establishment and composition of committee.....	29

**Short title**

**1** This Act may be cited as the *Residential Tenancies Act*. R.S., c. 401, s. 1.

## PURPOSE

**Purpose**

**1A** The purpose of this Act is to provide landlords and tenants with an efficient and cost-effective means for settling disputes. 1993, c. 40, s. 1.

## INTERPRETATION

**Interpretation**

**2** In this Act,

(a) “anniversary date” means a date on which a lease was first entered into, and refers to the same date in a subsequent year as long as the lease continues, regardless of whether the lease is for a term running week to week, month to month, year to year, or for a fixed term;

(aa) *repealed 2002, c. 10, s. 23.*

(ab) “Director” means the Director of Residential Tenancies designated pursuant to this Act;

(aba) “Director of Victim Services” has the same meaning as in the *Victims’ Rights and Services Act*, but includes a person authorized under Section 10G to exercise the powers and carry out the duties of the Director of Victim Services;

(abb) “domestic violence” has the same meaning as in the *Domestic Violence Intervention Act*;

(ac) “fixed-term lease” means a lease that is entered into for a fixed period of time, which includes the day of commencement and the day of termination stated in the lease;

(b) “landlord” includes a person who is deemed to be a landlord, a lessor, an owner, the person giving or permitting the occupation of premises and his and their heirs and assigns and legal representatives;

(c) “Minister” means the Minister of Service Nova Scotia and Municipal Relations;

(d) “land-lease community” means any lot, piece or parcel of land upon which two or more occupied manufactured homes are located for a period of ten days or more, either free of charge or for revenue purposes, and includes any building, structure or enclosure used or intended for use as part of the equipment of such land-lease community;

(e) “manufactured home” means any trailer that is

(i) designed for or intended to be equipped with wheels, whether or not it is so equipped, and

(ii) constructed or manufactured to provide a residence for one or more persons,

but does not include a travel trailer or tent trailer otherwise designed;

(f) “manufactured home space” means a plot of ground within a land-lease community designed to accommodate one manufactured home;

(fa) “police agency” has the same meaning as “agency” in the *Police Act*;

(fb) “public housing program” means a rental program offered to tenants of low and modest income by reason of funding provided by the Government of Canada, the Province or a municipality or any agency thereof;

(g) “rent” means money or other value payable in consideration of the right to possess or occupy residential premises;

(h) “residential premises” includes any house, dwelling, apartment, flat, tenement, manufactured home, land-lease community, manufactured home space or other place that is occupied or may be occupied by an individual as a residence or that part of any such place that is or may be occupied by an individual as a residence, but does not include

(i) a university, college or institution of learning, a public hospital, psychiatric hospital or maternity hospital, a municipal home, or a jail, prison or reformatory,

(ii) a maternity home that is licensed under the *Children’s Services Act*,

(iii) a nursing home to which the *Homes for Special Care Act* applies,

(iv) a hotel that is licensed under the *Hotel Regulations Act*,

(v) a residential care facility licensed under the *Homes for Special Care Act*, or

(vi) any other class of premises prescribed by regulation;

(i) “residential tenancy officer” means a residential tenancy officer appointed under this Act;

(ia) “Small Claims Court” means the Small Claims Court of Nova Scotia;

(j) “tenant” includes an individual who is deemed to be a tenant and an individual who is a lessee, occupant, subtenant, under-tenant, and his or their assigns and legal representatives;

(ja) “victim” has the same meaning as in the *Domestic Violence Intervention Act*;

(k) “wear and tear” means the usual degree of depreciation or deterioration caused by living in a residential premise, relative to the duration of the lease. R.S., c. 401, s. 2; 1992, c. 31, s. 1; 1993, c. 40, s. 2; 2002, c. 30, s. 23; 2010, c. 72, ss. 1, 22; 2012, c. 64, s. 1.

## LANDLORD AND TENANT

### Application of Act

**3 (1)** Notwithstanding any agreement, declaration, waiver or statement to the contrary, this Act applies when the relation of landlord and tenant exists between a person and an individual in respect of residential premises.

**(2)** For the purposes of subsection (1), the relation of landlord and tenant is deemed to exist in respect of residential premises between an individual and a person when an individual

(a) possesses or occupies residential premises and has paid or agreed to pay rent to the person;

(b) makes an agreement with the person by which the individual is granted the right to possess or occupy residential premises in consideration of the payment of or promise to pay rent;

(c) has possessed or occupied residential premises and has paid or agreed to pay rent to the person. R.S., c. 401, s. 3.

## APPLICATION OF ACTS

### Certain Acts do not apply

**4** When the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise,

(a) the *Overholding Tenants Act*; and

(b) the *Tenancies and Distress for Rent Act*,

do not apply to the landlord or to the tenant or in respect of the residential premises or any goods or chattels on the residential premises. R.S., c. 401, s. 4.

### Disposal of property of tenant

**5 (1)** A landlord shall not hold or dispose of a tenant’s personal property except in accordance with an order made pursuant to Section 17 or except as otherwise authorized by law.

**(2)** Nothing in subsection (1) entitles a tenant to leave personal property in the residential premises after the tenancy has terminated.

(3) Where a tenant leaves personal property in the residential premises after the tenancy has terminated or the tenant has abandoned the residential premises, the landlord shall do an inventory, to be filed with the Director, of the personal property and may at any time after sixty days dispose of the property in the manner determined by regulation and any revenue received from such property shall be paid first, towards rent owed, and second, for any storage costs or damages, with respect to the residential premises and any balance shall be turned over to the Public Trustee. R.S., c. 401, s. 5; 1993, c. 40, s. 3; 1997, c. 7, s. 1; 2002, c. 30, s. 16.

#### **Free access by tenant**

**5A** A landlord shall not bar a tenant from free access to the residential premises during the term of the tenancy. R.S., c. 401, s. 5; 1993, c. 40, s. 3.

### APPLICATION FEE

#### **Prohibition**

**6** (1) No person shall demand, accept or receive, from an individual who may, or applies to, become a tenant of that person, a sum of money or other value in consideration of or respecting the application by the individual to become a tenant of that person.

- (2) For the purpose of a proceeding in respect of subsection (1),
- (a) a person who contravenes subsection (1) is deemed to be a landlord;
  - (b) the individual from whom that person demands, accepts or receives a sum of money or other value is deemed to be a tenant; and
  - (c) a relation of landlord and tenant is deemed to exist between them.

(3) Notwithstanding subsection (1), a landlord may charge a sum not exceeding the amount prescribed by regulation for expenses actually incurred in respect of a sublease or an assignment.

(4) Notwithstanding subsection (3), tenants who are leasing under a public housing program shall not sublet the residential premises. R.S., c. 401, s. 6; 1993, c. 40, s. 4; 2010, c. 72, s. 2.

### REQUIREMENT FOR LEASE

#### **Entitlement to documents and information**

**7** (1) No landlord shall grant a lease or possession or occupancy of residential premises to a tenant unless the landlord has provided the tenant with a copy or reproduction of this Act without cost within ten days of the earliest of



- (a) the date specified in the lease as the start of the tenancy;
- (b) the date upon which the tenant signs the lease;
- (c) the date upon which keys to the residential premises are delivered to the tenant by the landlord; and
- (d) the date upon which the tenant takes possession of the residential premises or occupies those premises.

**(1A)** For the purpose of subsection (1), where there is more than one tenant occupying residential premises, delivery of the copy or reproduction of this Act by the landlord is compliance with that subsection if it is made to any one of those tenants.

**(2)** A landlord, with respect to every written tenancy agreement entered into, shall when the tenancy agreement is initially entered into, or if it is entered into before the first day of February, 1985, on the anniversary date thereof, provide the standard form of lease as prescribed by regulation for both the landlord and tenant to sign and a copy signed by both the landlord and tenant shall be retained by the tenant at the time of the signing or given to the tenant within ten days thereof.

**(3)** Where a landlord fails to provide a copy or reproduction of this Act in accordance with subsection (1) or a copy of a written lease in accordance with subsection (2), the tenant

- (a) at any time before the tenant receives a copy or reproduction of this Act or the written lease from the landlord; or
- (b) within one month after the tenant receives a copy or reproduction of this Act or the written lease from the landlord,

may give notice to the landlord that the tenant will quit and deliver up the premises on a specified day within a period of three months from the day the notice is given.

**(4)** A tenant may apply to the Director for permission to pay the rent in trust to the Director until the landlord provides the tenant with an executed copy of the lease and a copy or reproduction of this Act.

**(5)** When a landlord provides an executed copy of the lease or a copy or reproduction of this Act, the landlord may request the tenant to execute an acknowledgement that the copies have been received.

- (6)** The landlord shall provide the tenant in writing with
- (a) the landlord's name;
  - (b) the landlord's address; or
  - (c) the name and telephone number of a person responsible for the premises.

(7) Tenants who are leasing pursuant to a public housing program shall, with respect to that public housing program,

- (a) provide income verification as required; and
- (b) continue to meet the qualifications required pursuant to the provisions of that public housing program.

(8) For the purpose of subsection (7), qualifications required pursuant to the provisions of a public housing program means income and family composition and those qualifications shall be attached to the lease. R.S., c. 401, s. 7; 1993, c. 40, s. 5; 1997, c. 7, s. 2; 2010, c. 72, s. 3.

#### **Standard form of lease**

8 (1) In addition to the statutory conditions, a landlord and tenant may provide in a standard form of lease for other benefits and obligations which do not conflict with this Act.

(2) An additional benefit or obligation under subsection (1) is void unless it appears on both the landlord's and tenant's copies of the standard form of lease.

(3) Any alteration of or deletion from provisions that a standard form of lease is required by regulation to contain is void.

(4) On or after the first day of February, 1985, a landlord and a tenant who enter into a written tenancy agreement or renew a written tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply.

(5) A landlord and tenant who have an oral tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply. R.S., c. 401, s. 8.

### STATUTORY CONDITIONS

#### **Statutory conditions**

9 (1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

#### Statutory Conditions

1. Condition of Premises - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.

2. Services - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.

3. Good Behaviour - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.

4. Obligation of the Tenant - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.

5. Subletting Premises - The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent.

6. Abandonment and Termination - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.

7. Entry of Premises - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless

(a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers; or

(b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.

8. Entry Doors - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

9. Late Payment Penalty - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

(2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

Statutory Conditions Respecting Lease of a  
Manufactured Home Space or a Manufactured  
Home in a Land-lease community

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.

1A. Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing

to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.

1B. The consent of the landlord required by Statutory Condition 1A. will not arbitrarily or unreasonably be withheld.

1C. The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A., other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.

1D. The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A., consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.

2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant

(a) after the tenant enters into the tenancy agreement;  
and

(b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.

3. (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.

(2) The landlord may set reasonable standards for manufactured home equipment.

(3) Where a person who does not live in the land-lease community and who is offering goods or services for sale

(a) unduly disturbs the peace and quiet of the land-lease community;

(b) fails to observe reasonable rules of conduct that have been established by the landlord; or

(c) violates the traffic rules of the land-lease community,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.

4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.

5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.

R.S., c. 401, s. 9; 1992, c. 31, s. 4(b), (c); 1993, c. 40, s. 6; 1997, c. 7, s. 3; 2010, c. 72, ss. 4, 22; 2011, c. 70, s. 1.

**Landlord's rules**

**9A (1)** A copy of reasonable rules established by a landlord that apply to the residential premises shall be given to a tenant prior to executing a lease.

**(2)** Rules may be changed or repealed upon four months notice to the tenant prior to the anniversary date in any year.

**(3)** A rule is reasonable if

(a) it is intended to

(i) promote a fair distribution of services and facilities to the occupants of the residential premises,

(ii) promote the safety, comfort or welfare of persons working or residing in the residential premises, or

(iii) protect the landlord's property from abuse;

(b) it is reasonably related to the purpose for which it is intended;

(c) it applies to all tenants in a fair manner; and

(d) it is clearly expressed so as to inform the tenant of what the tenant must or must not do to comply with the rule. 1993, c. 40, s. 7.

## NOTICE TO QUIT

**Notice to quit**

**10 (1)** Notwithstanding any agreement between the landlord and tenant respecting a period of notice, notice to quit residential premises shall be given

(a) where the residential premises are let from year to year, by the tenant at least three months before the expiration of any such year;

(b) where the residential premises are let from month to month,

(i) *repealed 2010, c. 72, s. 5.*

(ii) by the tenant, at least one month,

before the expiration of any such month;

(c) where the residential premises are let from week to week,

(i) *repealed 2010, c. 72, s. 5.*

(ii) by the tenant, at least one week,

before the expiration of any such week.

(2) For the purposes of subsection (1), where the residential premises are let for periods that are greater than a week and less than a month, the residential premises are deemed to be let from month to month.

(3) Notwithstanding any agreement between the landlord and tenant respecting a period of notice and notwithstanding the periods of notice in subsection (1), where a tenant rents a manufactured home space from a landlord and the tenant owns the manufactured home or rents the manufactured home from a person other than the landlord, notice to quit the manufactured home space shall be given

(a) *repealed 2010, c. 72, s. 5.*

(b) by the tenant, at least one month,

before the termination of the tenancy.

(3A) A landlord shall not give to the tenant a notice to quit residential premises except in accordance with this Section.

(4) A notice to quit residential premises shall be in writing and shall contain the signature of the person giving the notice or his agent, a description of the residential premises and the day on which the tenancy terminates.

(5) A notice to quit must be in the form prescribed by regulation.

(6) Where a fixed-term lease exists or where a year to year or a month to month tenancy exists or is deemed to exist and the rent payable for the residential premises is in arrears for fifteen days, the landlord may give to the tenant notice to quit the residential premises fifteen days from the date the notice to quit is given.

(6A) Within fifteen days after receiving a notice to quit under subsection (6), the tenant may

(a) pay to the landlord the rent that is in arrears, and upon the payment of that rent, the notice to quit is void and of no effect; or

(b) apply to the Director under Section 13 for an order setting aside the notice to quit.

(6B) Notwithstanding Section 13, the one year period referred to in that Section does not apply to an application under subsection (6A).

(6C) Where a tenant who has received a notice to quit under subsection (6) does not pay the rent that is in arrears or make an application to the Director in accordance with subsection (6A), the tenant

(a) is conclusively deemed to have accepted that the tenancy is terminated on the effective date of the notice; and

(b) must vacate the residential premises by that date.

**(6D)** Where a notice to quit has been given by the landlord under subsection (6) and

(a) the notice to quit has not been voided under clause (6A)(a) by the tenant paying to the landlord the rent that is in arrears within fifteen days after receiving the notice to quit;

(b) the tenant has not disputed the notice by making an application to the Director under clause (6A)(b); and

(c) the fifteen day time period for making the application under subsection (6A) has expired,

the landlord may apply to the Director under Section 13 for any one or more of the following:

(d) an order to vacate the residential premises;

(e) an order requiring the tenant to pay to the landlord any rent owing for the month in which the notice to quit is given to the tenant and any rent in arrears for months previous to that month;

(f) an order permitting the landlord to retain the tenant's security deposit and interest to be applied against any rent found to be owing for the month in which notice to quit is given to the tenant and against any rent in arrears for months previous to that month.

**(6E)** Notwithstanding Sections 16 and 17, in the circumstances described in subsection (6D), the Director may, without investigating and endeavouring to mediate a settlement and without holding a hearing, order any one or more of the following:

(a) that the tenant vacate the premises;

(b) that the tenant pay to the landlord all rent owing for the month in which the notice to quit was given and pay any rent in arrears for months previous to that month;

(c) that the landlord retain the tenant's security deposit and interest to be applied against any rent found to be owing for the month in which notice to quit was given and for any rent found to be owing and in arrears for months previous to that month.

**(7)** Where a week to week tenancy exists and the rent payable for the residential premises is in arrears for seven days, the landlord may give to the tenant notice to quit the residential premises seven days from the date the notice to quit is given.

**(7A)** Where a tenant poses a risk to the safety or security of the landlord or other tenants in the same building on account of the contravention or breach by that tenant of any enactment, notice of termination may be given to the tenant effective not earlier than five days, or such shorter period as the Director may direct, after the notice is given.

**(7B)** A landlord may give to a tenant notice to quit the residential premises where

- (a) the tenant has breached statutory condition 3, 4 or 5 of subsection 9(1);
- (b) the tenant in a land-lease community has breached statutory condition 3, 4 or 5 of subsection 9(1) or statutory condition 5 of subsection 9(2).

**(7C)** A landlord shall give to a tenant in a land-lease community notice to quit the residential premises under subsection (7B) not earlier than thirty days from the date the notice to quit is given, and a landlord shall give to any other tenant a notice to quit under subsection (7B) not earlier than fifteen days from the date the notice to quit is given.

**(7D)** A tenant who has received a notice to quit under subsection (7), (7A) or (7B) or clause (8)(a), (b) or (c) may apply to the Director under Section 13 for an order setting aside the notice to quit.

**(8)** A landlord may give to the tenant notice to quit the residential premises where

- (a) the residential premises are leased to a student by an institution of learning and the tenant ceases to be a student;
- (b) the tenant was an employee of an employer who provided the tenant with residential premises during his employment and the employment has terminated;
- (c) the residential premises have been made uninhabitable by fire, flood or other occurrence;
- (d) *repealed 1994, c. 32, s. 1.*
- (e) the Director is satisfied that the tenant is in default of any of his obligations under this Act, the regulations or the lease;
- (f) the Director is satisfied that it is appropriate to make an order under Section 17A directing the landlord to be given possession at a time specified in the order, but not more than twelve months from the date of the order, where
  - (i) the landlord in good faith requires possession of the residential premises for the purpose of residence by himself or a member of his family,
  - (ii) the landlord in good faith requires possession of the residential premises for the purpose of demolition, removal or making repairs or renovations so extensive as to require a building permit and vacant possession of the residential premises, and all necessary permits have been obtained, or



(iii) the Director deems it appropriate in the circumstances.

**(8A)** *repealed 2010, c. 72, s. 5.*

**(9)** Where the interest of a tenant in residential premises arising under a tenancy agreement is

(a) foreclosed as a result of a proceeding

(i) respecting a mortgage which has priority over the interest of the tenant, or

(ii) in which the landlord's interest under an agreement of sale is foreclosed; or

(b) extinguished as a result of a sale under the *Sale of Land under Execution Act* respecting a judgment which has priority over the interest of the tenant,

the tenant may, notwithstanding the foreclosure or the sale, remain in possession of the premises under the same terms and conditions as if the foreclosure or the sale had not taken place, except that the right to remain in possession terminates on the earlier of

(c) the expiration of three months after the person who, but for this subsection, would be entitled to possession of the premises, gives to the tenant a notice to quit the premises; or

(d) the date on which the tenancy agreement terminates in accordance with its terms or is lawfully terminated. R.S., c. 401, s. 10; 1992, c. 31, s. 5(1); 1994, c. 32, s. 1; 1993, c. 40, s. 8; 1997, c. 7, s. 4; 2010, c. 72, ss. 5, 22; 2011, c. 70, s. 2.

#### **Renewal term and daily rents**

**10A (1)** A lease, except for a fixed-term lease, continues for the same type of term if no notice is given pursuant to subsection (1) of Section 10 and is deemed to have been automatically renewed.

**(2)** A fixed-term lease ends on the day specified in the lease and, if a tenant remains in possession with the consent of an owner, the lease is deemed to have renewed itself on a month-to-month basis.

**(3)** Where a tenant gives a notice to quit three months prior to the anniversary date of a year-to-year lease and requests in writing that the term be changed to a month-to-month lease, the consent of the landlord shall not be arbitrarily or unreasonably withheld.

**(4)** Where a tenant makes a written request pursuant to subsection (3), the landlord shall respond within thirty days of receipt thereof, otherwise consent is deemed to be granted.

(5) No landlord shall charge daily rents to avoid the provisions of this Act unless the residential premises or a part thereof are licensed pursuant to the *Hotel Regulations Act*. 1993, c. 40, s. 9.

#### **Early termination upon income reduction**

**10B (1)** Notwithstanding Section 10, where the income of a tenant, or one of a group of the tenants in the same residential premises, is so reduced because of a significant deterioration of a tenant's health that it is not reasonably sufficient to pay the rent in addition to the tenant's other reasonable expenses, or if there is more than one tenant, the tenant's portion of the rent and other reasonable expenses, the tenant may terminate a year-to-year or fixed-term tenancy by giving the landlord

- (a) one month's notice to quit, in the form prescribed by regulation;
- (b) a certificate of a medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and
- (c) proof of service, in the form prescribed in the regulations, of all the tenants in the same residential premises with a copy of the notice to quit.

(2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.

(3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy. 1993, c. 40, s. 9; 2010, c. 72, s. 6.

#### **Early termination for health reasons**

**10C (1)** Notwithstanding Section 10, where a tenant or a family member residing in the same residential premises in a year-to-year or fixed-term tenancy has suffered a significant deterioration in health that, in the opinion of a medical practitioner, results in the inability of the tenant to continue the lease or where the residential premises are rendered inaccessible to the tenant, the tenant may terminate the tenancy by giving the owner

- (a) one month's notice to quit, in the form prescribed in the regulations;
- (b) a certificate of a qualified medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and

(c) proof of service, in the form prescribed by regulation, of all the tenants in the same residential premises with a copy of the notice to quit.

(2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.

(3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy. 1993, c. 40, s. 9; 2002, c. 30, s. 17; 2010, c. 72, s. 7.

#### **Early termination upon acceptance into home**

**10D (1)** Notwithstanding Section 10, where a tenant in a year-to-year or fixed-term tenancy has been accepted into a nursing home or a home for special care on a permanent basis, the tenant may terminate the tenancy by giving the landlord

(a) one month's notice to quit in the form prescribed by regulation;

(b) such proof of acceptance into a nursing home or home for special care as is prescribed by regulation; and

(c) proof of service, in the form prescribed by regulation, of all the tenants in the same residential premises with a copy of the notice to quit.

(2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.

(3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy. 1993, c. 40, s. 9; 2010, c. 72, s. 8.

#### **Notice by personal representative**

**10E** Notwithstanding Section 10, where a tenant in a year-to-year or fixed-term tenancy dies and there are no other tenants in the residential premises, the tenant's personal representative may give the landlord one month's notice to quit to terminate the tenancy. 1993, c. 40, s. 9; 2010, c. 72, s. 9.

**Early termination for domestic violence reasons**

**10F (1)** Notwithstanding Section 10, where a tenant in a year-to-year or fixed-term tenancy is a victim of domestic violence, the tenant may terminate the tenancy by giving the landlord

(a) one month's notice to quit in the form prescribed by regulation; and

(b) a certificate issued by the Director of Victim Services confirming that one of the grounds to issue a certificate under subsection 10H(2) has been established,

no later than 60 days after the date the certificate is issued.

(2) The landlord shall ensure that information in a certificate received from the tenant pursuant to subsection (1) is kept confidential.

(3) The landlord may apply to the Director of Residential Tenancies under Section 13 for an order setting aside the notice to quit only on the ground that the notice to quit and the certificate were not properly given to the landlord as required by subsection (1).

(4) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises but, for greater certainty, the other tenants and the landlord may agree to enter a new landlord and tenant relationship. 2012, c. 64, s. 2.

CERTIFICATE CONFIRMING GROUNDS TO  
TERMINATE TENANCY DUE TO DOMESTIC VIOLENCE

**Delegation by Director of Victim Services**

**10G** The Director of Victim Services may authorize one or more employees in the Department of Justice to exercise the powers and carry out the duties of the Director of Victim Services under Section 10H. 2012, c. 64, s. 3.

**Application for certificate**

**10H (1)** Where a tenant in a year-to-year or fixed-term tenancy is a victim of domestic violence, the tenant or a person on behalf of the tenant and with the tenant's consent may apply to the Director of Victim Services, in the form and manner and including the information required by the Director of Victim Services, for a certificate confirming that one of the grounds to issue a certificate under subsection (2) has been established.

(2) The Director of Victim Services may issue a certificate to the tenant for the purpose of clause 10F(1)(b) if either of the following grounds is established:

(a) an emergency protection order relating to the tenant has been issued under Section 11 of the *Domestic Violence Intervention Act* and has not been revoked under clause 12(1)(c) of that Act,

and the tenant made the application for the certificate no later than 90 days after the date of the order; or

(b) the Director of Victim Services is satisfied that all of the following requirements are met:

(i) a domestic violence complaint has been filed with a police agency identifying the tenant as the victim,

(ii) a peace bond or other order of a court has been issued that contains a condition that the person who is alleged to have committed the domestic violence have no contact with the tenant, and the peace bond or other court order is currently in force, and

(iii) after having completed an assessment, the Director of Victim Services has reason to believe the tenant is a victim of domestic violence for the purpose of the peace bond or order referred to in subclause (ii).

(3) For the purpose of this Section, the Director of Victim Services may request information from a police agency respecting a domestic violence complaint filed with the police agency, and, where requested, the police agency must provide the information.

(4) In considering an application under this Section, the Director of Victim Services is not required to hear or consider representations from the person who is alleged to have committed the domestic violence.

(5) Subject to subsection (6), the decision by the Director of Victim Services to issue or refuse to issue a certificate under this Section is final and not subject to review or appeal.

(6) A tenant who is refused a certificate under this Section may re-apply for a certificate under this Section if there is a change in circumstances. 2012, c. 64, s. 3.

#### **Director of Victim Services not compellable**

**10I** The Director of Victim Services cannot be compelled in a court or other proceeding, including a proceeding before the Director of Residential Tenancies, to

(a) give evidence about information obtained for the purpose of Section 10H; or

(b) produce any document or thing obtained for the purpose of Section 10H. 2012, c. 64, s. 3.

## RENTAL INCREASE

**Restrictions increasing rent**

**11 (1)** A landlord shall not increase the rent to a tenant for the twelve-month period following the commencement of a week-to-week, month-to-month, year-to-year or fixed-term lease.

**(2)** Where a landlord intends to increase the rent payable after the first twelve-month period, the landlord shall give the tenant a notice in writing stating the amount and effective date of the increase in the case of

- (a) a year-to-year lease, four months prior to the anniversary date;
- (b) a month-to-month lease, four months prior to the anniversary date;
- (c) a week-to-week lease, eight weeks prior to the anniversary date;
- (d) a manufactured home space lease, seven months prior to the anniversary date,

and in no case shall a landlord increase the rent to the tenant more than once in a twelve-month period and without proper notice prior to the anniversary date in each subsequent year.

**(2A)** Notwithstanding subsection (2), where the landlord is a housing association within the meaning of the *Co-operative Associations Act*, the landlord may establish a common anniversary date for the increase of rent payable by tenants in accordance with the regulations and that date is thereafter the anniversary date respecting tenancies in the buildings owned by the association and the notice periods referred to in that subsection apply with respect to those tenancies.

**(3)** In the case of a fixed-term lease, the lease shall indicate the amount and effective dates of any increases and in no case shall the rent be increased to a tenant more than once in a twelve-month period.

**(4)** The deletion or withdrawal of a service is deemed to constitute a rental increase.

**(5)** Where a landlord discontinues a service, privilege, accommodation or thing and such discontinuance results in a reduction of the tenant's use and enjoyment of the residential premises, the value of such discontinued service, privilege, accommodation or thing is deemed to be a rent increase for the purpose of this Section.

**(6)** Nothing in this Section applies to increases or decreases based solely on the income of a tenant pursuant to a public housing program. 1993,c. 40, s. 10; 2010, c. 72, s. 10; 2011, c. 70, s. 3.

**Rent increase in land-lease community**

**11A (1)** Where a landlord of a manufactured home space intends to increase the rent payable after the first twelve-month period, the landlord shall serve the tenant with a notice of rent increase in the prescribed form.

**(2)** A landlord of a manufactured home space may determine a date to be the rent increase date for all manufactured home spaces owned or managed by the landlord.

**(3) and (4)** *repealed 2010, c. 72, s. 11.*

1997, c. 7, s. 5; 2010, c. 72, ss. 11, 22.

**Annual allowable rent increase amount**

**11B (1)** A landlord of a land-lease community shall not impose a rent increase in the land-lease community by an amount that is greater than the annual allowable rent increase amount calculated in accordance with the regulations.

**(2)** Notwithstanding subsection (1), a landlord of a land-lease community may apply to the Director for permission to increase rents in the land-lease community by an amount that is greater than the annual allowable rent increase amount calculated in accordance with the regulations.

**(3)** In reviewing an application by a landlord of a land-lease community for permission to increase rents by an amount greater than the annual allowable rent increase amount referred to in subsection (1), the Director shall consider any guidelines prescribed by regulation. 2010, c. 72, s. 12.

## SECURITY DEPOSIT

**Security deposit**

**12 (1)** Where a landlord obtains from a tenant any sum of money or other value that is in addition to the rent payable in respect of the residential premises the sum of money or value is deemed to be a security deposit.

**(2)** No landlord shall demand, accept or receive from a tenant as a security deposit a sum of money or other value that is in excess of one half of the rent per month that is or would be required to be paid for the residential premises.

**(3)** Subject to subsection (6), a security deposit or the proceeds thereof shall be held in trust by the landlord and deposited in a trust account in a chartered bank, trust company or credit union or invested in such securities as are authorized by regulation and may be applied to outstanding rent or to expenses incurred in respect of damage to residential premises that is the responsibility of the tenant.

**(4)** The landlord shall credit interest to the tenant on the full amount or value of the security deposit at the rate per annum determined by the

Governor in Council from time to time by regulation with respect to any period of time, whether before or after the coming into force of this subsection, while the security deposit is held by the landlord.

(5) Subject to subsection (6), the security deposit, together with interest, shall be returned to the tenant within ten days of the date of the termination of the lease.

(6) Where the landlord seeks to apply all or part of the security deposit and interest to outstanding rent or to expense incurred in respect of any damage for which the tenant is responsible and the tenant does not consent in writing, the landlord may make an application under Section 13 in the form prescribed in the regulations.

(7) An application pursuant to subsection (6) shall be made within ten days of the date of termination of the lease and, if no application is made, the security deposit shall be returned in accordance with subsection (5).

(8) A landlord shall from time to time file such reports as may be required by the regulations of the amount of the security deposit or proceeds thereof which are held in trust.

*NOTE - Subsections (9) to (12), enacted by Section 6 of Chapter 31 of the Acts of 1992, have not been proclaimed.*

(13) An owner, partner or director of a company which owns or manages residential premises is personally liable for any breach of the Act or the regulations governing security deposits.

(14) Upon trusteeship, receivership, bankruptcy, sale, transfer, abandonment, foreclosure or sale of land under execution, the security deposits of the tenants held by the landlord are deemed to have been transferred to the receiver, trustee, mortgagee in possession or the new landlord and that receiver, trustee, mortgagee or landlord is responsible for the tenant's security deposits.

(15) A claim for damages from a security deposit shall not include any costs associated with ordinary wear and tear of the residential premises.

(16) Notwithstanding Section 23, any landlord who violates this Section is guilty of an offence punishable on summary conviction and upon conviction is liable to a fine of not more than five thousand dollars. R.S., c. 401, s. 12; 1993, c. 40, s. 11; 1997, c. 7, s. 6; 2010, c. 72, s. 13.

## PROCEDURES

### Application to Director

- 13 (1) Where a person applies to the Director
- (a) to determine a question arising under this Act; or



(b) alleging a breach of a lease or a contravention of this Act,

and, not more than one year after the termination of the lease, files with the Director an application in the form prescribed by regulation, together with the fee prescribed by regulation, the Director is the exclusive authority, at first instance, to investigate and endeavour to mediate a settlement.

(2) Upon making an application pursuant to subsection (1), the applicant shall, in accordance with the regulations, serve the other parties to the matter with a copy of the application.

(3) Where the landlord or the tenant has made efforts to serve the other party that have been unsuccessful, the Director may order an alternate acceptable method of service.

(4) An applicant may withdraw an application at any time before an order or decision is made. 1997, c. 7, s. 7.

14 *repealed 2010, c. 72, s. 14.*

#### **Service of documents**

15 (1) Service of all documents, except documents relating to an appeal to the Small Claims Court, shall be made by personal service, registered mail or substituted service in the manner prescribed by regulation.

(2) Notwithstanding subsection (1), where the Director is not satisfied that the respondent has been served with an application made pursuant to Section 13, the Director may order an alternate acceptable form of service. 1997, c. 7, s. 7; 2002, c. 10, s. 24; 2002, c. 30, s. 18; 2010, c. 72, s. 15.

#### **Duties and powers of Director**

16 (1) Upon receiving an application pursuant to Section 13, the Director shall investigate and endeavour to mediate a settlement of the matter.

(2) Where a matter is settled by mediation, the Director shall make a written record of the settlement which shall be signed by both parties and which is binding on the parties and is not subject to appeal.

(3) Where a matter is settled by mediation, the Director may, if a party fails to comply with the terms on which the matter was settled, make an order pursuant to Section 17A. 1997, c. 7, s. 7.

#### **Order by Director**

17 (1) Where, after investigating the matter, the Director determines that the parties are unlikely to settle the matter by mediation, the Director shall, within fourteen days, make an order in accordance with Section 17A.

(2) The Director is not disqualified from making an order respecting a matter by reason of having investigated or endeavoured to mediate the matter. 1997, c. 7, s. 7.

#### Contents of order

**17A** An order made by the Director may

(a) require a landlord or tenant to comply with a lease or an obligation pursuant to this Act;

(b) require a landlord or tenant not to again breach a lease or an obligation pursuant to this Act;

(c) require the landlord or tenant to make any repair or take any action to remedy a breach, and require the landlord or tenant to pay any reasonable expenses associated with the repair or action;

(d) order compensation to be paid for any loss that has been suffered or will be suffered as a direct result of the breach;

(e) terminate the tenancy on a date specified in the order and order the tenant to vacate the residential premises on that date;

(f) determine the disposition of a security deposit;

(g) direct that the tenant pay the rent in trust to the Director pending the performance by the landlord of any act the landlord is required by law to perform, and directing the disbursement of the rent;

(h) require the payment of money by the landlord or the tenant;

(i) determine the appropriate level of a rent increase;

(j) require a landlord or tenant to comply with a mediated settlement;

(k) award to a successful party to an application the costs of an application fee paid to the Director, but no other costs associated with the application;

(l) set aside a notice to quit given by a landlord under subsection 10(6), (7), (7A) or (7B) or clause 10(8)(a), (b), or (c) or by a tenant under subsection 10F(1). 1997, c. 7, s. 7; 2010, c. 72, s. 16; 2012, c. 64, s. 4.

#### Consequences of failure to appeal

**17B (1)** Where no appeal is made pursuant to Section 17C, a decision or order made by the Director under this Act may be made an order of the Small Claims Court and may be enforced in the same manner as any order or judgment of that Court.

(2) To make a decision or order made by the Director an order of the Small Claims Court, the Director shall endorse a copy of the decision or order certified by the Director to be a true copy as follows:

Make the within an order of the Small Claims Court.  
Dated this . . . . . day of . . . . . , 20  
. . . . .  
Director of Residential Tenancies

(3) The Director may forward the decision or order so endorsed to a clerk of the Small Claims Court who shall, upon receipt thereof, enter the same as a record and it thereupon becomes and is an order of the Small Claims Court and enforceable as any order or judgment thereof. 2002, c. 10, s. 25.

**Appeal to Small Claims Court**

17C (1) Except as otherwise provided in this Act, any party to an order of the Director may appeal to the Small Claims Court.

(2) An appeal may be commenced by filing with the Small Claims Court, within ten days of the making of the order, a notice of appeal in the form prescribed by regulations made pursuant to the *Small Claims Court Act* accompanied by the fee prescribed by regulations made pursuant to the *Small Claims Court Act*.

(3) The appellant shall serve each party to the order and the Director with the notice of appeal and the notice of hearing.

(3A) Service of all documents may be by personal service or such other manner of service or substituted service permitted pursuant to the *Small Claims Court Act*.

(4) The Small Claims Court shall conduct the hearing in respect of a matter for which a notice of appeal is filed.

(5) The Small Claims Court shall determine its own practice and procedure but shall give full opportunity for the parties to present evidence and make submissions.

(6) The Small Claims Court may conduct a hearing orally, including by telephone.

(7) Evidence may be given before the Small Claims Court in any manner that the Small Claims Court considers appropriate and the Small Claims Court is not bound by rules of law respecting evidence applicable to judicial proceedings.

(8) The evidence at a hearing shall not be recorded. 1997, c. 7, s. 7; 2002, c. 10, s. 26.

**Duties of Court on appeal**

17D (1) Within fourteen days of holding a hearing pursuant to subsection 17C(4), the Small Claims Court shall

- (a) confirm, vary or rescind the order of the Director; or
- (b) make any order that the Director could have made.

(2) The Small Claims Court may award to a successful party to an appeal the cost of the fee paid pursuant to subsection 17C(2) and any costs awarded to that party pursuant to clause 17A(k), but no other costs associated with the appeal. 1997, c. 7, s. 7; 2002, c. 10, s. 27; 2010, c. 72, s. 17.

#### Appeal to Court

**17E (1)** Subject to subsection (2), a party to an appeal to the Small Claims Court pursuant to this Act may, if that person took part in the hearing, appeal the order of the Small Claims Court to the Supreme Court of Nova Scotia in the manner set out in the *Small Claims Court Act*.

(2) An appeal pursuant to subsection (1) may only be taken on the ground of

- (a) jurisdictional error;
- (b) error of law; or
- (c) failure to follow the requirements of natural justice.

1997, c. 7, s. 7; 2002, c. 10, s. 28.

#### Evidence

**17F (1)** Notwithstanding any other enactment or law but subject to subsection (2), neither the Director nor any other persons appointed pursuant to this Act may be compelled or required to

- (a) give evidence in respect of matters that come to the knowledge of the Director or such persons in the course of carrying out duties pursuant to this Act; or
- (b) produce information, records or documents of any kind obtained by the Director or such persons for the purpose of this Act or in the course of carrying out duties pursuant to this Act,

before any court, body or person having authority to receive evidence.

(2) Where an order of the Director has been appealed to the Small Claims Court, the Director may provide that Court with copies of any evidence submitted by parties to a dispute and copies of any orders made by the Director respecting a dispute. 2010, c. 72, s. 18.

#### RESIDENTIAL TENANCIES BOARD

**18** *repealed 2002, c. 10, s. 29.*

**Director of Residential Tenancies**

**18A (1)** The Minister shall designate a person in Service Nova Scotia and Municipal Relations to be the Director of Residential Tenancies, who shall exercise such powers and perform such duties as are conferred or imposed on the Director by this Act or the regulations.

**(2)** The Director of Residential Tenancies may, with the approval of the Minister, authorize a residential tenancies officer to exercise or perform, in addition to or in substitution for the Director, any power or duty conferred or imposed on the Director by this Act or the regulations, subject to such conditions as the Minister may impose. 1992, c. 31, s. 9; 2002, c. 10, s. 30.

## PERSONNEL

**Personnel**

**19 (1)** There shall be appointed residential tenancy officers and such other persons required for the purpose of carrying out the provisions of this Act or any other Act.

**(2)** Persons appointed pursuant to subsection (1) shall be appointed in accordance with the *Civil Service Act*.

**(3)** The Minister may prescribe the duties of persons appointed pursuant to this Section. R.S., c. 401, s. 19.

**Declaration of interest**

**19A** Every person appointed pursuant to this Act shall, within thirty days after being appointed, where that person is appointed after this Section comes into force, and in all other cases within thirty days after this Section comes into force, file with the Minister a written declaration of any interest the person has in residential premises, and thereafter shall annually file with the Minister a written declaration of any such interest. 1992, c. 31, s. 10.

**No action lies**

**19B** No action or proceeding may be brought against Her Majesty in right of the Province, the Director, a residential tenancy officer, the Director of Victim Services or any other employee or agent of Her Majesty for any act done or omitted to be done in good faith in the performance or intended performance of a duty or in the exercise or intended exercise of a power under this Act. 2012, c. 64, s. 5.

## PROTECTION OF TENANTS

**Consequence of retaliatory action by landlord**

**20** The Director or the Small Claims Court may refuse to exercise, in favour of a landlord, the powers or authorities under this Act or may set aside a notice to quit if the Director or the Small Claims Court is of the opinion that a landlord has acted in retaliation for a tenant attempting to secure or enforce the tenant's

rights under this Act or the *Rent Review Act*. R.S., c. 401, s. 20; 1997, c. 7, s. 9; 2002, c. 10, s. 31.

#### ENFORCEMENT

**21 and 22** *repealed 2002, c. 10, s. 32.*

#### Right of entry

**22A (1)** The Director may

- (a) inspect residential premises;
- (b) inspect records of security deposits in any premises,

for the purpose of enforcing and administering this Act.

**(2)** Where a judge of the provincial court is satisfied by information under oath that

- (a) a reasonable, unsuccessful effort to effect entry pursuant to subsection (1) has been made; or
- (b) there are reasonable grounds for believing that entry would be denied without a warrant,

the judge may, at any time, and where necessary upon application without notice, issue an order authorizing the Director, with such peace officers as are required to assist, to enter a place and take any action authorized by subsection (1). 1992, c. 31, s. 14.

#### PENALTY

#### Offence and penalty

**23** Any person who violates or fails to comply with any order, direction or other requirement of the Director or the Small Claims Court or contravenes any provision of this Act, or any landlord who takes action against a tenant because of any resort by that tenant to any governmental authority in respect of the residential premises or because a tenant attempts to enforce or secure his rights under this Act or the *Rent Review Act*, is guilty of an offence punishable on summary conviction and is liable to a fine of not more than one thousand dollars. R.S., c. 401, s. 23; 2002, c. 10, s. 33.

#### Consent to prosecution

**24** No proceeding may be brought under Section 23 without the consent of the Attorney General. R.S., c. 401, s. 24.

## APPLICATION

**Application of Act**

**25 (1)** This Act governs all landlords and tenants to whom this Act applies in respect of residential premises.

**(2)** This Act binds Her Majesty in right of the Province and Canada. R.S., c. 401, s. 25; 1994, c. 32, s. 2.

**Regulations**

**26 (1)** The Governor in Council may make regulations

(a) prescribing any form, fee or charge required for the purposes of this Act;

(b) respecting security deposits;

(c) prescribing a printed standard form of lease which shall be used by all landlords and tenants and which shall include

(i) a description of the parties to the lease,

(ii) a description of the premises leased,

(iii) the term of the lease,

(iv) the rent payable under the lease,

(v) whether or not a security deposit is required,

(vi) the statutory conditions,

(vii) the terms under which the lease may be terminated,

(viii) a larger type notice to tenants that the lease will automatically renew if the tenant does not give a notice to quit within the time period set out in Section 10,

(ix) such additional provisions as the Governor in Council may prescribe;

(ca) prescribing the information to be provided by a landlord to a tenant;

(cb) *repealed 1997, c. 7, s. 10.*

(cc) prescribing the duties of the Director;

(cd) prescribing any other class of premises that are not included in the definition of "residential premises" for the purpose of subclause 2(h)(vi);

(ce) prescribing the maximum amount a landlord may charge for expenses actually incurred in respect of a sublease or an assignment for the purpose of subsection 6(3);

(cea) requiring the tenant to provide information concerning the tenancy of the manufactured home space upon which the manufactured home is located to the person who wishes to acquire title or possession of the manufactured home for the purpose of Statutory Condition 1A. in subsection 9(2);

(ceb) respecting the form and contents of the tenant's written application to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located and information to be provided to the landlord for the purpose of Statutory Condition 1A. in subsection 9(2);

(cec) respecting the manner in which the landlord may respond to the tenant's written application on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space for consent and setting out the permissible reasons for denying the requested consent for the purpose of Statutory Conditions 1B. and 1D. in subsection 9(2);

(cf) prescribing acceptable proof of acceptance into a nursing home or home for special care for the purpose of Section 10D;

(cg) respecting the establishment of a common anniversary date for rent increases for tenants in a housing association for the purpose of subsection 11(2A);

(ch) respecting an application and adjudication process for a rent increase that is greater than the annual allowable rent increase amount referred to in subsection 11B(1);

(ci) prescribing calculations for annual allowable rent increase amounts for land-lease communities for the purpose of subsection 11B(1);

(cj) respecting an application and adjudication process for a rent increase that is greater than the annual allowable rent increase amount for land-lease communities for the purpose of subsection 11B(2);

(ck) prescribing guidelines to be considered by the Director in reviewing applications for rent increases by an amount greater than the annual allowable rent increase amount for land-lease communities for the purpose of subsection 11B(3);

(cl) determining interest rates from time to time for the purpose of subsection 12(4);

(cm) respecting the form and content of notices to quit;

(cn) requiring different forms of notice to quit to be used in respect of different grounds on which a notice to quit may be given;



(d) defining any word or expression used and not defined herein;

(e) respecting any matter which the Governor in Council considers necessary or advisable to carry out effectively the intent and purposes of this Act.

(2) The exercise by the Governor in Council of the authority set out in subsection (1) shall be regulations under the *Regulations Act*. R.S., c. 401, s. 26; 1992, c. 31, s. 15; 1993, c. 40, s. 13; 1997, c. 7, s. 10; 2002, c. 10, s. 34; 2010, c. 72, s. 19; 2011, c. 70, s. 4.

#### **Waiver of fee**

27 Notwithstanding anything in this Act, no fee is payable by a person in respect of an application to the Director where that person is receiving the guaranteed income supplement, social assistance or family benefits or where the Minister waives the fee. 1992, c. 31, s. 16; 2002, c. 10, s. 35.

28 *repealed 2002, c. 10, s. 36.*

#### MANUFACTURED-HOME ADVISORY COMMITTEE

##### **Establishment and composition of committee**

29 (1) The Minister may establish an advisory committee on manufactured home tenancies to advise the Minister on the administration of manufactured homes pursuant to this Act.

(2) The committee shall consist of an equal number of persons who, in the Minister's opinion, are representative of the views of landlords and of tenants of manufactured homes.

(3) The committee shall be chaired by a person appointed from Service Nova Scotia and Municipal Relations.

(4) The chair of the committee shall be appointed by the Minister. 1993, c. 40, s. 14; 2010, c. 72, s. 21.

SCHEDULE *repealed 2010, c. 72, s. 23.*